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FACEBOOK, INC. and INSTAGRAM, LLC

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

FACEBOOK, INC., a Delaware
corporation and INSTAGRAM, LLC, a
Delaware limited liability company,

Plaintiffs,

v.

SEAN HEILWEIL, and JARRETT
LUSSO, d/b/a “BOOSTGRAM”,

Defendants.

CASE NO.: 3:20-CV-07345-SK

**STIPULATION AND [PROPOSED]
ORDER REGARDING PERMANENT
INJUNCTION AND DISMISSAL**

1 **WHEREAS**, Plaintiffs Facebook, Inc. and Instagram, LLC (“Plaintiffs” or
2 “Facebook”) claim Defendants Sean Heilweil and Jarrett Lusso (“Defendants”)
3 operated an unlawful business using the website boostgram.com to target Plaintiffs
4 and their users. In particular, Facebook claims Defendants violated Instagram’s
5 Terms of Use, Community Guidelines, and Platform Policy, and state and federal
6 laws, by artificially inflating the “likes” and “followers” of Instagram accounts, and
7 promoting their fake engagement service using a diluting domain name.

8 **WHEREAS**, Facebook previously revoked Defendants’ access to Facebook
9 and Instagram, and sent cease and desist letters in May 2017 and August 2019.

10 **WHEREAS**, on October 20, 2020, Plaintiffs filed a lawsuit seeking injunctive
11 and monetary relief against Defendants in the United States District Court for the
12 Northern District of California titled, *Facebook, Inc. and Instagram, LLC v. Sean*
13 *Heilweil, and Jarrett Lusso, d/b/a “Boostgram,”* Case No. 3:20-CV-07345-SK (the
14 “Action”).

15 **WHEREAS**, the parties have agreed to resolve this action, and part of that
16 resolution includes the entry of this Stipulated Permanent Injunction.

17 **NOW, THEREFORE**, the parties stipulate and agree as follows:

18 **STIPULATED PERMANENT INJUNCTION**

19 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED by the parties,
20 that:

21 1. Defendants shall notify all their current and future employers, employees
22 and agents of the existence of this Injunction and provide a copy of this Injunction to
23 all current and future employers, employees and agents.

24 2. Defendants and, with the exception of the attorneys representing
25 Defendants in this case, all other individuals acting on Defendants’ behalf who are
26 described in Federal Rule of Civil Procedure 65(d)(2), including but not limited to
27 Cache Ventures, LLC (collectively, the “Prohibited Parties”), are immediately and
28 permanently ordered and enjoined as follows:

1 a. The Prohibited Parties are immediately and permanently enjoined
2 from accessing and using, whether directly or indirectly via a third party,
3 intermediary, or proxy, the Facebook and Instagram platforms for any reason.

4 b. The Prohibited Parties are immediately and permanently enjoined
5 from engaging in or assisting others with any software or malicious code that interacts
6 with Facebook's or Instagram's platforms and computer networks, including but not
7 limited to any software or malicious code that generates "likes," "followers," or
8 automates the actions of Instagram accounts.

9 c. The Prohibited Parties are immediately and permanently enjoined
10 from logging into, managing, manipulating, operating, or otherwise taking action on
11 behalf of, any Facebook or Instagram account of any Facebook or Instagram user,
12 whether directly or indirectly through a third party, intermediary, or proxy.

13 3. The Court will retain continuing jurisdiction to enforce the terms of this
14 Stipulated Permanent Injunction and to address any other matters arising out of or
15 regarding this Stipulated Permanent Injunction, including any allegations that the
16 parties have failed to comply with their obligations as set forth in this Stipulated
17 Permanent Injunction, and the parties agree to submit to the Court's jurisdiction for
18 those purposes.

19 4. The rights and obligations under this Stipulated Permanent Injunction
20 shall benefit, and be binding upon, each of the parties and their respective affiliates,
21 predecessors, successors, and assigns.

DISMISSAL

Facebook's claims against Defendants are hereby dismissed with prejudice against the Defendants, except the Court retains jurisdiction to enforce this Stipulated Permanent Injunction and Dismissal. Each party bears its own fees and costs.

IT IS SO STIPULATED.

Dated: June 1, 2021

HUNTON ANDREWS KURTH LLP

By: /s/ Jeff R. R. Nelson

Ann Marie Mortimer

Jason J. Kim

Jeff R. R. Nelson

Attorneys for Plaintiffs

FACEBOOK, INC. and

INSTAGRAM, LLC

Dated: June 1, 2021

JOHAL & MOHIUDDIN, LLP

By: /s/ Sharan Kaur Johal

Sharan Kaur Johal

Attorney for Defendants

SEAN HEILWEIL and JARRETT

LUSSO

Signature Attestation Pursuant to Local Rule 5-1(i)(3)

I, Jeff R. R. Nelson, attest that concurrence in the filing of this document has been obtained from each of the other signatories.

Dated: June 1, 2021

By: /s/ Jeff R. R. Nelson

Jeff R. R. Nelson

PURSUANT TO STIPULATION, IT IS SO ORDERED.

Dated: _____, 2021

By: _____

SALLIE KIM

United States Magistrate Judge

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